

SOLICITATION, OFFER, AND AWARD				1. Market Open		Page of Pages 1 60	
2. Contract Number		3. Solicitation Number POKT-2005-B-0001-BB		4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposal (RFP)		5. Date Issued 8-Nov-04	
6. Requisition/Purchase Number							
6a. Caption		Towing Abandoned Vehicles					
7. Issued By Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 6th Floor Washington, DC 20009				8. Address Offer To (If other than line 7) Office of Contracting and Procurement Department of Public Works 2000 14th Street, NW, 3rd Floor, Bid Room Washington, DC 20009			
<small>NOTE: In sealed bid solicitations "Offer" and Offeror" means "Bid" and "Bidder"</small>							
SOLICITATION							
9. Sealed bid in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in <u>2000 14th street, NW, 3rd Floor, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>14-Dec-04</u> (Hour) (Date)							
<small>CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR Chapters 15 and 16 as applicable. All offers are subject to all terms and conditions contained in this solicitation.</small>							
10. For Information Contact		A. Name Betty Brooks		B. Telephone (No Collect Calls) (Area Code) 202 (Number) 671-1564 (Ext)		C. E-mail Address betty3.brooks@dc.gov	
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>90</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
		Calendar days %				Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				Amendment Number		Date	
15A. Name and Address of Offeror		Code		Facility		16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone		15 C. Check if remittance address is different from above - enter address in Schedule Section K.		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. <input type="checkbox"/> Award - DC OCP Form 201 not required <input type="checkbox"/> Negotiated Agreement - DC OCP Form 201 must be executed			23. Submit Invoices to Address Shown In (2 copies unless otherwise specified)			Item	
24. Administered By (If other than Item 7) Code			25. Reserved for future use				
26. Name of Contracting Officer (Type or Print)			27. Government of the District of Columbia (Signature of Contracting Officer)				28. Award Date

SECTION B
SUPPLIES OR SERVICE AND PRICE/COST

The Government of the District of Columbia, Department of Public Works (DPW), Office of Contracting and Procurement is seeking the services of Contractors to provide towing services for the DPW's Abandoned Vehicles Division (AVD), in accordance with the scope of work enumerated herein.

It is the intent of the District to have two independent contractors to provide towing services. Therefore, companies awarded a contract pursuant to solicitation number POKT-2003-B-0014-BS will not be considered for award pursuant to this solicitation.

The District contemplates awarding one contract for Aggregate Group items 1-7. The minimum and maximum quantities specified for the Aggregate Award Group are the minimum and maximum quantities guaranteed for each contractor.

The Contractors shall provide all tools, equipment, materials, personnel and management necessary to perform these services in accordance with the terms and conditions of the Contract.

The Contractors shall quote a fixed unit price for the services described within the scope of work.

This is an indefinite quantity contract for the services specified, and effective for the period stated. The quantities of services specified in the Schedule are estimates only.

Delivery or performance shall be made only as authorized by orders (DPW-783 form) issued in accordance with the Ordering Clause. The Contractor shall furnish to the District Government, when and if ordered, the services specified in the Schedule up to and including the maximum quantity. The District Government will order at least the minimum quantity.

There is no limit on the number of orders that may be issued. The District Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

Any order (DPW-783 form) issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

PRICE SCHEDULE
Aggregate Award Group Items 1-7
(Base Year)

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit Price	Extended Price
0001	Remove abandoned and dangerous vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0002	Remove abandoned and dangerous heavy-duty vehicles from public space and private property to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0003	Remove illegally parked vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0004	Transfer unclaimed vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0005	Immediate tows to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0006	Transfer unclaimed heavy-duty vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 25		
		Maximum 50		
0007	Vehicles gone on arrival	Minimum 200		
		Maximum 400		

TOTAL: Minimum \$ _____ Maximum \$ _____

To be considered for award, bidder must bid on CLIN Items 0001 –0007.

PRICE SCHEDULE
Aggregate Award Group Items 1-7
(Option Year 1)

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit Price	Extended Price
0001	Remove abandoned and dangerous vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0002	Remove abandoned and dangerous heavy-duty vehicles from public space and private property to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0003	Remove illegally parked vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0004	Transfer unclaimed vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0005	Immediate tows to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0006	Transfer unclaimed heavy-duty vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 25		
		Maximum 50		
0007	Vehicles gone on arrival	Minimum 200		
		Maximum 400		

TOTAL: Minimum \$ _____ Maximum \$ _____

To be considered for award, bidder must bid on CLIN Items 0001 –0007.

PRICE SCHEDULE
Aggregate Award Group Items 1-7
(Option Year 2)

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit Price	Extended Price
0001	Remove abandoned and dangerous vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0002	Remove abandoned and dangerous heavy-duty vehicles from public space and private property to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0003	Remove illegally parked vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0004	Transfer unclaimed vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0005	Immediate tows to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0006	Transfer unclaimed heavy-duty vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 25		
		Maximum 50		
0007	Vehicles gone on arrival	Minimum 200		
		Maximum 400		

TOTAL: Minimum \$ _____ Maximum \$ _____

To be considered for award, bidder must bid on CLIN Items 0001 –0007.

PRICE SCHEDULE
Aggregate Award Group Items 1-7
(Option Year 3)

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit Price	Extended Price
0001	Remove abandoned and dangerous vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum. 2300		
0002	Remove abandoned and dangerous heavy-duty vehicles from public space and private property to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0003	Remove illegally parked vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0004	Transfer unclaimed vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0005	Immediate tows to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0006	Transfer unclaimed heavy-duty vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 25		
		Maximum 50		
0007	Vehicles gone on arrival	Minimum 200		
		Maximum 400		

TOTAL: Minimum \$ _____ Maximum \$ _____

To be considered for award, bidder must bid on CLIN Items 0001 –0007.

PRICE SCHEDULE
Aggregate Award Group Items 1-7
(Option Year 4)

Contract Line Item Number (CLIN)	Description	Estimated Quantity	Unit Price	Extended Price
0001	Remove abandoned and dangerous vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum. 2300		
0002	Remove abandoned and dangerous heavy-duty vehicles from public space and private property to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0003	Remove illegally parked vehicles from public space and private property to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0004	Transfer unclaimed vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 1150		
		Maximum 2300		
0005	Immediate tows to Blue Plains Impound Lot	Minimum 100		
		Maximum 200		
0006	Transfer unclaimed heavy-duty vehicles from DPW impound lots (currently at 4770 Addison Road) to Blue Plains Impound Lot	Minimum 25		
		Maximum 50		
0007	Vehicles gone on arrival	Minimum 200		
		Maximum 400		

TOTAL: Minimum \$ _____ Maximum \$ _____

To be considered for award, bidder must bid on CLIN Items 0001 –0007.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK

C.1 General

The Contractor shall provide all management, personnel, equipment, and materials required to remove abandoned and dangerous vehicles, including some oversized vehicles, from private property and public space, including the DPW impound lot currently located at 4770 Addison Road, Beaver Heights, MD, and safely transport them to the Blue Plains Impoundment Lot, located at 5001 Shepherd Parkway, S.W. Washington, D.C., in accordance with the requirements enumerated herein and in compliance with DCMR Title 16 Chapter 4, "Towing Service for Motor Vehicles."

The Contracting Officer's Technical Representative (COTR) will contact the Contractor by 4:00 pm each day and establish a schedule for towing vehicles from private property and public space. Establishing the schedule includes the COTR identifying the number of tows that will be required the following business day. All tows shall be completed during the operating hours of the Blue Plains Impoundment Lot (currently 6:00 a.m. – 4:00 p.m. but subject to change). The COTR and Contractor shall arrange a mutually agreed upon method, within ten (10) days of contract award, by which the Contractor receives the appropriate schedule and information on vehicles that are to be towed the following day.

C.1.1 Background

From October 1, 2001 – September 30, 2002 a total of 7,860 vehicles were towed to Blue Plains. Of this amount, 3,124 were transferred from Addison Road, 4,409 were towed in off the street, and 327 were from the Metropolitan Police Department.

The historical record of abandoned vehicle tows is not reflective of current or future demands. The District of Columbia recently altered its abandoned vehicle laws allowing vehicles to be held for shorter periods, thus increasing the District's capacity for handling abandoned and other illegally parked vehicles.

Daily Workload

It is estimated that the Contractor will be required to tow approximately twenty-four (24) vehicles per day; however, the daily quantities may vary (particularly during the first three (3) months of the contract). The Contractor must have the equipment and personnel required for the minimum daily workload at all times.

The Contractor shall demonstrate an ability to obtain any additional personnel and equipment necessary to handle the maximum possible workload specified in this contract by providing documentation upon request, either by showing a business relationship with another tow company or that the bidder has the necessary resources required to handle the maximum workload.

C.1.2 Applicable Documents

“Removal and Disposition of Abandoned and Other Unlawfully Parked Vehicles Reform Act of 2003”, DC ACT 15-113 (7.29.03) and Title 16 DCMR, Chapter 4 “Towing Service for Motor Vehicles,” 50 DCR 3935-3954 (5/23/03).

C.1.3 Definitions and Terminology

For the purpose of this solicitation and the associated contract, the following definitions shall be used:

Abandoned Vehicle Program (AVP):

This term shall be used to refer to all functions, responsibilities and the administration thereof carried out by the DPW’s Parking Services Administration (PSA), Abandoned Vehicle Division (AVD), as directed by law.

Removal of Abandoned or Dangerous Vehicle (Removal):

This term shall refer to the physical removal of a vehicle from the designated premises through the use of equipment specialized for safe and harmless transport of stationary vehicles to another location.

Illegally Parked Vehicles (Removal):

This term shall be used to refer to vehicles that have been cited by either a DPW Parking Control Officer or abandoned Vehicle Investigator as being in violation of the District’s Municipal Parking Regulations and that the violation is a towable offense. A vast majority of the vehicles that are towed for being illegally parked will be for the offense of no tags or expired tags.

Abandoned Vehicle Investigator (AVI):

The term shall refer to employees of the District responsible for the classification of vehicles as abandoned or dangerous.

Abandoned Vehicle (Abandoned):

This term shall be used to refer to vehicles that have been classified by an AVI as abandoned. "Abandoned vehicle" means any motor vehicle, trailer, or semitrailer that is left, parked, or stored on public space for more than 48 hours or on private property for more than 30 days, and to which at least two of the following apply:

- (1) The vehicle is extensively damaged, including, but not limited to, fire damage.
- (2) The vehicle is apparently inoperable including, but not limited to, a vehicle missing its transmission, motor, or one or more tires, and which is not undergoing emergency repair.
- (3) The vehicle serves as harborage for rats, vermin, and other pests.
- (4) The vehicle does not display valid tags or a valid registration sticker.

This term shall also be used to refer to vehicles that have been classified as abandoned on any DPW impoundment facility.

Dangerous Vehicle:

This term shall be used to refer to vehicles that have been classified by the AVI or Metropolitan Police as dangerous. A dangerous vehicle is any vehicle that poses an imminent hazard to the public health, safety, or welfare including but not limited to a vehicle that serves as harborage for rats, vermin, and other pests, has exposed glass or metal shards.

DPW-783 Form:

The term DPW-783 refers to the form that shall serve as the transmittal form and the receipt for each transported vehicle.

Vehicle Classification:

Vehicles will be classified as abandoned, dangerous, or illegally parked by the AVI. Such vehicles include automobiles, trucks, trailers, buses, and other oversized vehicles, motorcycles and boats. In no case shall the Contractor be responsible for the classification of a vehicle.

Heavy-Duty Tow:

Non-passenger vehicles that weigh more than 8000 pounds are classified as heavy-duty tows that require towing equipment with the capacity to carry this weight. Such vehicles may include buses, boats, and trucks that weigh 8000 pounds or over.

Towing Control Center (TCC):

The unit within DPW Parking Services that is responsible for tracking all public tows and notifying owners of towed vehicles. The TCC is responsible for issuing Towing Control Numbers.

Towing Control Number (TCN):

The number issued by the TCC that authorizes and is used to track public tows.

Vehicles Gone on Arrival:

Vehicles not at the designated location when the Contractor arrives for pick up.

C.2 Towing from DPW Impoundment Lots to Blue Plains Impoundment Lot

The Contractor shall tow vehicles from the appropriate DPW impound lots, (currently the Addison Road Impoundment Lot but subject to change) to the Blue Plains Impoundment Lot as directed by the COTR.

The Contractor shall arrive at the appropriate DPW impound lots on the day and time vehicles are scheduled for towing and meet with a DPW lot attendant. Tows may be scheduled Monday – Friday, except for District holidays (or other District government closure) unless arrangements are made between the COTR and Contractor for Saturday work or other detail.

The lot attendant shall identify which vehicles are to be towed and provide the Contractor with a signed DPW-783 form for each vehicle. The Contractor shall not remove any vehicle without first having in its possession a properly executed DPW form that authorizes the transfer.

Signed copies of the form will be maintained as proof of removal. Failure by the Contractor to obtain a signed DPW-783 form may result in nonpayment for the claimed services.

C.3 Towing from public space and private property to Blue Plains Impoundment Lot

The Contractor shall tow vehicles from private property and public space (including as example only, streets, roads, and alleyways) and safely transport them to the Blue Plains Impoundment Lot.

The DPW-783 forms shall be the primary method by which the COTR informs the Contractor of vehicles that are to be towed the following business day. The COTR or his/her designee shall have the forms available for pick-up at the Blue Plains Impoundment Facility or other DPW designated facility by 2:00 pm each business day.

The Contractor shall impound all vehicles by close of the business day immediately following the request by the COTR. The Contractor shall receive a 5% bonus per vehicle based on the per vehicle price paid to the Contractor by the DPW, for every vehicle towed above the daily average requirement of twenty-four (24) vehicles. The Contractor shall not be required to tow more than a maximum of thirty-six (36) vehicles per day.

All tows scheduled for a day must be completed during the operating hours on that day. The Blue Plains Impoundment Lot is currently open from 6:00 a.m. – 4:00 p.m. Monday through Friday except for government holidays. The current hours of operation may be altered and days of operation may be altered to include Saturdays.

Tow truck operators shall deposit the vehicle in the space on the lot that is identified by Blue Plains staff and complete the paperwork necessary to record the tow and the impoundment.

C.3.1 Immediate Tows

The COTR may direct the Contractor to deviate from the standard removal procedures when a situation that threatens the public health, safety and welfare mandates that a particular vehicle be removed expeditiously. The COTR shall have the sole and absolute discretion to determine which vehicles are to be removed under these conditions.

If a situation requires the immediate removal of a vehicle, the Contractor shall arrive on the scene within one (1) hour of the request and remove the vehicle. Failure to remove immediate tows within one (1) hour of request is subject to \$200 in liquidated damages.

COTR's direction to undertake an immediate tow shall be in the form of a telephone call to the Contractor. The COTR shall make note of the date, time, nature of call, and to whom they spoke for record-keeping purposes.

Immediate tows may be requested during regular business hours of the Blue Plains Impoundment Facility.

The COTR shall not request more than five (5) immediate tows in a given business day.

C.3.2 Missed Tows

If a tow is missed, the Contractor shall notify the DPW Towing Control Center (TCC) and COTR by 5:00 pm that business day.

Missed tows are subject to \$200 in liquidated damages.

C.3.3 Cancelled Tows

The COTR may contact the Contractor and inform the Contractor that a vehicle does not need to be towed. If the Contractor has not yet arrived on the scene of the vehicle that is to be towed, there shall be no compensation.

C.3.4 TCN Requirement

No vehicle may be towed under this program without the issuance of a Towing Control Number (TCN). The DPW TCC will provide a TCN, once it receives confirmation that a tow truck is on the scene and the vehicle that is to be towed remains on scene and matches the description of the vehicle that is to be towed.

The TCN is to be legibly written on the vehicle being towed with a grease pencil or crayon. Under normal circumstances it is to be written on the rear-facing window (while being towed), but when that window is missing, it may be written on any intact vehicle window or windshield. However, if there are no viable windows or windshields, the TCN may be written anywhere on the vehicle, without damaging the vehicle, such that it is clearly visible from the rear of the crane/vehicle combination while it is being towed.

C.3.5 Safety Concerns

A tow truck operator may pass on a tow if that driver fears for his or her personal safety. If a driver fears for his or her safety, the COTR must be notified immediately. The COTR will then schedule an AVI to meet the tow truck at the scene of the tow, and may provide a police escort if required.

C.3.6 Documenting Vehicle Condition

Upon initial investigation, the AVI shall document a vehicle's condition. The tow truck operator, upon arriving at the site of the vehicle, shall verify the AVI's report on the condition of the vehicle on the appropriate DPW-783 form. Any variance between the AVI's initial documentation of the vehicle's condition and the current condition of the vehicle shall be noted by the tow truck operator on the form and initialed.

Upon arrival at the Blue Plains Impoundment Lot, the vehicle shall be examined by DPW personnel to verify its condition.

C.3.7 Solid Waste in Vehicle

If any vehicle contains garbage, refuse or other debris, the Contractor shall remove the vehicle in a manner that shall preclude littering public streets and alleys.

C.3.8 Removal of Debris

The Contractor, if removing a wrecked or damaged vehicle, shall remove any glass or debris from the vehicle that is on public space.

If it is necessary for the tow company to “bleed” or otherwise drain hydraulic lines on the motor vehicle prior to towing, the tow company will be responsible for properly cleaning up any residue, which may drop on the street.

The equipment and materials necessary to clean up debris shall be kept on the tow truck at all times.

C.4 Tow Truck Requirements

The Contractor shall have regular duty and heavy-duty tow trucks available to tow all abandoned, dangerous, and illegally parked vehicles ordered by the DPW to be removed from any public space or private property within the District or a DPW Impoundment Lot. Tow trucks shall be in good operating condition, and safely equipped and prepared to provide expeditious movement of all types of vehicles. All tow trucks used in the performance of District tow services shall be well maintained and clean on the interior and exterior. The Contractor shall comply with all District Laws and regulations pertaining to the operation and maintenance of tow trucks and operation of its business including all auxiliary equipment.

Comment [P1]: I haven't checked, but are we duplicating all of the liquidated damages throughout the document in the section they make the most sense, or some other scheme? I didn't check for it, should we?

All tow trucks used to perform tows under this contract must be equipped to safely tow each vehicle according to the vehicle manufacturer's specifications. Tows must be performed in a manner that avoids any damage to the vehicle being towed.

Each tow truck shall be equipped with, at a minimum, the following equipment:

- One forty (40) lb. bag of fluid absorbent material
- A minimum of two (2) permanent amber, revolving, three hundred sixty (360) degree emergency lights, mounted on the highest part of the vehicle that must be used while in transit and when picking up a vehicle.
- A chassis rated with sufficient gross vehicle weight to match the maximum capacity of the crane mounted on the vehicle;

- A wheel base capable of safely handling towed vehicles without the front wheels of the tow truck leaving the ground;
- All weather tires on the rear wheels;
- One (1) towing dolly (on light tow trucks only) to facilitate towing of severely damaged vehicles;
- One clean cover to protect the interior of the motor vehicle;
- Gloves to protect the interior of the motor vehicle that is being towed
- Heavy-duty broom and waste basket for cleaning up debris

Each tow truck operator shall carry and use a clean cover and gloves as needed to protect the interior of motor vehicles when entering said motor vehicle.

Recognizing that many abandoned vehicles are in poor condition, the use of a clean cover will be at the driver's discretion. Gloves, for safety purposes, should be worn at all times.

Brakes, lights, signals and related equipment must be maintained in a good condition to assure safe tows up to the rated capacity of the towing unit.

C.4.1 Tow Truck Availability Report

The Contractor must have available for use, in the course of this Contract, tow trucks capable of: a) towing of large and oversized vehicles; b) towing from off-road areas; c) towing in a parking garage; d) recovery services; e) towing vehicles involved in collisions; and f) towing vehicles with anti-theft locking devices. The Contractor shall submit a tow truck availability report that details the availability of equipment by day for the proceeding month.

C.5 DPW "Authorized Tower" Designation

The Contractor shall, when performing a tow under this contract, place a magnetic sign on the side of the tow truck. The magnetic sign will be provided by DPW and will contain language designating the tow truck as an authorized DPW tow truck. The sign shall be removed from the tow truck when it is not conducting a tow under this contract. The sign should be positioned so as not to obscure critical information on the side of the tow truck.

C.6 Tow Truck Operator Requirements

All tow truck operators shall conduct each tow in accordance with the vehicle manufacturer's guidelines on the procedures to be used while towing said vehicle without causing damage, especially to the vehicle's transmission. The Contractor shall ensure that tow truck operators have access to copies of all vehicle

manufacturer's towing guidelines. All tow truck operators shall be knowledgeable in the use of the equipment required to enter all types of vehicles if such vehicles are locked and access is needed in order to tow.

Tow truck operators shall also:

- Be at least 18 (eighteen) years of age;
- Be able to safely perform the activities demanded by the job;
- Not be under the influence of drugs or alcohol while on duty;
- Possess an appropriate current drivers license; and
- Have adequate training to safely perform the services required.
- Not be convicted of certain crimes within the past five years, as enumerated in licensing rules applicable to the Contractor (16 DCMR 402.9).

All tow truck operators must also be familiar with DPW public towing procedures. In addition, tow truck operators must meet the minimum requirements as prescribe by DC and US DOT laws and regulations.

C.7 Towed Vehicle Records

The Contractor shall maintain consecutively numbered records of each transaction involving the removal, impoundment, and disposition of all vehicles towed pursuant to this contract. Each such record shall contain the following information: a) date and time Contractor is notified by the District to respond to a call (if applicable); b) date, time and location of tow; c) identity of tow truck operator; d) any visible damage to the Motor Vehicle noted before towing; e) make, model, year and Vehicle Identification Number of vehicle towed (if available); and f) TCN that authorized the tow.

Records must be maintained electronically in MS Excel or MS Access.

Records of the Contractor shall correspond with the records of DPW and shall be maintained for a period of three (3) years after contract termination. Should the records not correspond, an audit may be performed by DPW.

C.8 Communication Requirements

Each tow truck operator that is towing abandoned vehicles, including the operator at the Blue Plains Impoundment Lot, under this contract shall have a Nextel cellular phone with the “direct connect” radio feature for direct communication with the TCC and with the AVIs. The tow operator shall utilize the Nextel device to provide information related to the tow, such as the vehicle’s VIN, make, model, location, color and appropriate DPW form number. Information shall be communicated to the TCC to obtain a TCN prior to hooking up the vehicle and

once the vehicle is deposited into the appropriate space at Blue Plains. The tow operator must also be able to communicate directly with the Contractor's dispatch office and with the AVIs.

If the vehicle that is to be towed is located in an area with a weak cellular signal, the tow truck operator shall communicate with the TCC or AVI (as applicable) as soon as the strength of the signal allows.

C.9 Computer Requirements

The Contractor shall have a computer with access to a functional e-mail account capable of accommodating attached documents and files. The computer may be used to communicate tows that are to be performed, submit forms, and as a general means of communication between the Contractor and the DPW. The computer shall have Microsoft Windows Operating System and have Microsoft Word and Excel loaded on the hard drive.

C.10 Customer Service Requirements

The Contractor shall ensure that its employees serve the public and District employees in a courteous, helpful and impartial manner. All employees of the Contractor in both the field and the office shall refrain from belligerent behavior and profanity. Correction of any such behavior and language shall be the responsibility of the Contractor.

The Contractor and its operators/employees shall cooperate fully with all DPW and other District government personnel. Failure to do so may result in cancellation of the contract. The COTR shall be notified immediately if the Contractor believes that a request by a District official, as it relates to this contract, is improper.

In the event a report is received alleging an employee(s) of the Contractor was discourteous, belligerent, profane or in any way intimidating, either physically or verbally, the Contractor shall submit a written report to the COTR outlining the complete details of the incident within 48 (forty-eight) hours of the incident or a request from the District during business days. Said report shall include the nature of the incident, time, date and location, and name, address and telephone number of the person alleging the violation (if applicable) and may be e-mailed to the COTR. The report shall also include the name and title of the employee and what disciplinary action, if any, was taken.

Complaints against the Contractor that involve poor phone etiquette, rude or inconsiderate tow truck operators or Contractor personnel, a failure to respond to complaints, or a general lack of courtesy from Contractor employees shall be

taken seriously and may result in liquidated damages. Requests by the District for disciplinary action or removal of an employee shall be acted upon. Repeated complaints may result in liquidated damages or termination of the contract.

Violation of any of the above customer service requirements may result in a \$100 liquidated damage being assessed to the Contractor.

C.11 Claim Handling Plan

Within ten (10) days after award of the contract, the Contractor shall submit to the COTR for approval, a comprehensive plan for the handling of all claims made as a result of the Contractor's acts under this contract. The plan shall include forms to be used and procedures to be followed in presenting and processing such claims regardless of whether or not liability is found with the Contractor.

SECTION D
PACKAGING AND MARKING

N/A

SECTION E
INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the contract will be governed by clause number seven (7), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services contracts dated April 2003.

Any work found to be non-conforming to the requirements enumerated herein shall be rejected.

The Contractor shall provide towing vehicle titles at the request of the COTR. After contract award, DPW reserves the right to conduct unannounced inspections. The Contractor shall correct all deficiencies found during the inspection to the satisfaction of the COTR within five days at no cost to the District.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 Term of Contract

The term of the contract shall be for a period of one year from the date of award as indicated on page one (1) of the contract.

F.1.1 Option Period

The District may extend the term of this contract by exercising up to four (4) additional one (1) year options.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.2 Option to Extend the Term of the Contract

F.2.1 The District may extend the term of this contract for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.3 Evaluation of Options

The Bidder shall include option year prices in its bid. A bid may be determined non-responsive if it fails to include option year pricing. The District will evaluate bids for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the Government to exercise them. The District's total requirements may change during the option years.

F.4 Deliverables and Performance

In addition to the actual removals as listed in section B, the Contractor shall supply the deliverables listed in the following chart to the COTR stated in Section G.7:

AGGREGATE AWARD GROUP –Items 1-7

Deliverables	Quantity	Format/ Method of Delivery	Due Date
For vehicles removed from the DPW Impound Lot to Blue Plains furnish a monthly report containing: (1) location from where the vehicle was towed; (2) date of tow; (3) make, year and model of vehicle; (4) VIN of vehicle; (5) Name of tow truck driver, and (6) TCN.	1 per month	Hard Copy and E-mail	10th of the following month
For vehicle removal requests from public space and private property to Blue Plains Impound Lot. The Contractor shall furnish a bi-weekly report containing: (1) service request number (if available); (2) date and time of search; (3) make, year and model of vehicle searched for; (4) VIN of vehicle searched for; (5) disposition (TCN number if towed, "GOA" if not found); and (6) name of tow truck driver.	1 bi-weekly	Hard Copy and E-mail,	Every other Monday
Tow Truck Availability Report	1 per month	Hard Copy and E-mail	10th of the following month
Claim handling plan.	1	Hard Copy and E-mail	10 days after award
Reports that are required pursuant to H.8.5 of the 51% District Resident New Hires Requirements and First Source Employment Agreement	1	Hard Copy and E-mail	Upon submission for request for final payment

F.4.1 Delivery or performance shall be made only as authorized by purchase orders (DPW-783 form) issued in accordance with the ordering clause of this contract. The contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum”. The District shall order at least the quantity of supplies or services designated in the Schedule as the “minimum”.

F.4.2 Except for any limitations on quantities in the Schedule, there is no limit on the number of purchase orders that may be issued. Except as otherwise limited by this contract, the District may issue purchase orders requiring delivery to multiple destinations or performance at multiple locations.

F.5 First Source Instruction

Any reports that are required pursuant to H.8.5 of the 51% District Resident New Hires Requirements and First Source Employment Agreement, are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to the Contractor will not be paid.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Invoice Payment

G.1.1 The District will make payments to the Contractor, upon the submission of Proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, liquidated damages, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 45th day after receiving a proper invoice from the Contractor.

G.2 Invoice Submittal

G.2.1 The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer, (CFO) with concurrent copies to the COTR specified in Section G.7.1 below. The address of the CFO is:

Name: Department of Public Works
Office of the Chief Financial Officer
Customer Care Division
Address: 2000 14th Street, N.W., 6th Floor
Washington, D. C. 20009
Telephone: (202) 671-2300

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:

- G.2.2.1** Contractor's name, Federal tax ID number, and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract Number and encumbrance number: Assignment of an invoice number by the Contractor is also recommended;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above to be notified in the event of a defective invoice); and

G.2.2.8 Authorized signature.

G.3 First Source Request for Final Payment

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance discussed in H.8.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the ACCO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement.

G.4 Method of Payment

The District will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a properly executed invoice.

G.5 Assignments

G.5.1 In accordance with 27 DCMR Section 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 Contracting Officer (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

James Roberts, Contracting Officer
Office of Contracting and Procurement
2000 14th Street, N.W., 6th Floor
Washington, D.C. 20009
(202)-671-2200

G.7 Authorized Changes by the Contracting Officer

- G.7.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.7.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.7.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.8 Contracting Officer's Technical Representative (COTR)

G.8.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Cynthia Jones
Towing and Impoundment Operation
1725 15th Street, NE
Washington, DC 20002
Telephone No. (202) 541-6098

G.8.2 It is understood and agreed that the COTR shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.

G.8.3 The Contractor may be held fully responsible for any changes not authorized in advance, in writing by the Agency Chief Contracting Officer and may be denied compensation or other relief for any additional work performed that is not so authorized and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 Department of Labor Wage Determinations

The Contractor shall be bound by the Wage Determination No. 1994-2103, Revision No. 32, dated May 27, 2004 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.1. The Contractor shall be bound by the wage rates for the term of the Contract.

H.2 Audits, Records, and Record Retention

H.2.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement, payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.2.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under contract that results from this solicitation.

H.2.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.2.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

H.2.5 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.2.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 Publicity

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor either during or after Expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 Conflict of Interest

H.4.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code section 2-310.01, and Chapter 18 of the D.C. Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 Contractor Responsibilities

H.5.1 The Contractor shall obtain at its expense from the Department of Consumer and Regulatory Affairs, any licenses, permits, registrations, and certificates necessary for the performance of this contract.

H.5.2 If a tow truck is not identified prior to contract award but is added over the course of this contract, the Contractor shall notify the COTR within two (2) weeks of the addition. Fleet Services Division may inspect this tow truck and related equipment to evaluate its condition.

- H.5.3** The Contractor shall hold mandatory meetings with the COTR and the manager of the Blue Plains Impoundment Lot to discuss policy, operating procedures, any complaints about service, and other matter relating to the services performed under this Agreement. A meeting schedule shall be worked out with the COTR within ten (10) business days of agreement on a contract. At a minimum, the Contractor shall anticipate weekly meetings for the first month of the contract and monthly meetings thereafter.
- H.5.4** The Contractor assumes responsibility for the care and control of the Motor Vehicle and its contents from the moment the Contractor arrives at the location of the vehicle to be towed, until it is placed and dropped in the appropriate space on the Blue Plains Impoundment Lot. This includes any new damage to the vehicle that occurs as a result of the tow.
- H.5.5** The Contractor shall not remove items from or off a vehicle before, during, or after it is towed unless the item removed prevents the tow from safely occurring including, but not limited to, items that may fall from the vehicle in the course of the tow. Theft from any vehicle, regardless of condition, will not be tolerated. Such activity will result in prosecution and may result in immediate termination of the contract.
- H.5.6** The Contractor shall fully cooperate with the COTR or appropriate DPW contact in resolving vehicle owner complaints.
- H.5.7** The Contractor and its subcontractors shall comply with all laws relating to environmental matters including without limitation those relating to fines, orders, injunctions, penalties, damages, contribution, cost recovery compensation, losses or injuries resulting from the release or threatened release of hazardous materials, special wastes or other contaminants into the environment and to the generation, use, storage, transportation, or illegal disposal of solid wastes, hazardous materials, special wastes or other contaminants.
- H.5.8** The normal daily workload is approximately twenty-four (24) vehicles per day, however, the daily quantity may vary. Although this workload is not guaranteed, the Contractor must have the equipment and personnel required for this workload at all times.
- H.5.9** The Contractor shall provide the necessary personnel, equipment, devices, and safety procedures to remove and tow each vehicle without causing damage (including automobiles, trucks, motorcycles, and heavy duty vehicles).

H.5.10 The Contractor shall obtain any additional personnel and equipment necessary to handle an increased workload.

H.5.11 The Contractor shall assume all liability for the vehicle and the property inside the vehicle, from the point of hook-up, to the destination. The Contractor shall, during all hours of operations under this contract, have on its premises an employee or agent for the purpose of receiving and processing claims. The Contractor shall not commence work until the COTR has approved the claims handling plan.

H.6 Liquidated Damages

H.6.1 The District and the Contractor agree that the District may incur damages if the Contractor fails to meet the requirements set forth herein. Accordingly, the Contractor agrees to pay liquidated damages at the following rates:

H.6.2 The Contractor will pay a liquidated damage of \$200 for each time the Contractor fails to meet the towing demands that were established by the COTR. This includes failing to tow a vehicle that was identified by the COTR the day before as needing to be towed.

H.6.3 \$200 per incident where a tow occurs in which debris from the vehicle that is being transported falls into the public space.

H.6.4 \$200 for failure to respond to the scene of an immediate tow within one (1) hour.

H.6.5 \$100 per incident for violating customer service requirements.

H.6.6 \$50 for failure to adequately clean the scene of a tow.

H.6.7 Notwithstanding anything contained herein to the contrary, the District will not impose liquidated damages for anything contained herein if in the reasonable judgment of the District COTR both the of the following conditions are met:

- A) such failure was caused by factors beyond the control of the Contractor; and
- B) such failure could not have been prevented through the exercise of reasonable precaution.

Comment [P2]: Up to this point in this paragraph, we've been talking about providing them a list of vehicles to be towed. I think it would make more sense to state that they won't be asked to tow more than X vehicles for any given day. Given that it took 2 hours to tow 2 cars, we could set X at 80 vehicles. However, if we're opening up the contract to multiple winners, maybe we need to allow them to set the maximum number of vehicles they can tow in a day, and we will establish enough contracts to allow us to tow up to 100 vehicles a day (or some other number).

H.7 Additional Grounds for Default Termination by the District

By giving written notice to the Contractor, the District may terminate this contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default listed in Section H.6):

- a. The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with its bid, this contract, or any covenant, agreement, obligation, term or condition contained in this contract; or
- b. The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this contract, or failure to provide the proof of insurance as required by this contract; or
- c. Stealing items from a vehicle.

H.7.2 No Effect on Taxes, Fees, Charges, or Reports

Termination of this Contract shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the District, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period prior to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

H.8 51% District Residents New Hires Requirements and First Source Employment Agreement

H.8.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et.seq. ("First Source Act").

H.8.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, in which the contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.8.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ('contract compliance report') verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social Security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.8.4 If the contract amount is equal to or greater than \$100,000, the contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.8.5 With the submission of the contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the Section H.8.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with Section H.8.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other Referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to Section H.8.6.

H.8.6 The Contracting Officer may waive the provisions of Section H.8.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.8.7 Upon receipt of the Contractor's final payment request and related documentation pursuant to Section H.8.5 and H.8.6, the Contracting Officer shall determine whether the Contractor is in compliance with Section H.8.4 or whether a waiver of compliance pursuant to Section H.8.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.8.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.8.5, or deliberate submission of falsified data, maybe enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this Section H.8.8.

H.8.9 The provisions of Section H.8.4 through H.8.8 do not apply to nonprofit organizations.

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, are incorporated as part of the contract. To obtain a copy go to www.ocp.dc.gov, click on OCP Policies (located under the heading Information).

I.2 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.4 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.5 SUBCONTRACTS

Except for the subcontracting plan submitted in accordance with Section M.1.B, the Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.6 CONTINUITY OF SERVICES

I.6.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.6.1.1 Furnish phase-out, phase-in (transition) training; and

I.6.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.7 INSURANCE

The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period, including any option periods, if exercised by the District.

I.7.1 Bodily Injury: The Contractor shall carry all risk and bodily injury insurance coverage written in the comprehensive form of policy of at least \$750,000 per occurrence.

I.7.2 Property Damage: The Contractor shall carry property damage insurance of at least \$20,000 per occurrence.

I.7.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

I.7.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).

I.7.5 Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide

coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

- I.7.6** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set for the District as an additional named insured.

All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation, 810 1st St., N.E., #701, Washington, D.C. 20002, with a certificate of insurance to be delivered to the District's Contracting Officer prior to award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.3. An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Human Rights Office of Local Business Development.

I.9 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

SECTION J
LIST OF ATTACHMENTS

The following documents are incorporated in the solicitation and resulting contract by this reference. These representations and certifications shall be completed and submitted with the Contractor's bid.

Attachment	Title	No. of Pages
J.1	Wage Determination No. 1994-2103 (Rev. No. 32)	9
J.2	Government of the District of Columbia Office of Tax and Revenue Tax Certification Affidavit	2
J.3	Government of the District of Columbia Department of Human Rights and Local Business Development Equal Employment Opportunity (EEO) Information Report and Mayor's Order 85-85	7
J.4	First Source Employment Agreement	7

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
BIDDERS

K.1 TAX CERTIFICATION

Each Bidder must submit with its bid, a sworn Tax Certification Affidavit incorporated herein as Attachment J 3.

K.2 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Bidder, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

(b) If the Bidder is a foreign entity, it operates as:

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in

(Country)

K.3 EMPLOYMENT AGREEMENT

For all bids over \$100,000, except for those in which the Bidder is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Bidder recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Bidder agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia, and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council.

The Bidder also agrees to notify all prospective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Bidder understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Official Code sec. 32-1401 *et seq.*, and the First Source Employment Agreement Act of 1984, D.C. Official Code sec. 2-219.01 *et. seq.*

The Bidder certifies that it intends to enter into a First Source Employment Agreement with The District of Columbia Department of Employment Services (DOES).

Under this First Source Employment Agreement, the Bidder will use DOES as the first source for recruitment and referral of any new employees. The Bidder shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Bidder to hire or train persons it does not consider qualified based on standards the Bidder applies to all job applicants.

Name _____

Title _____

Signature _____

Date _____

K.4 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.5 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2)(41 U.S.C. 40). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).

K.6 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- _____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.
- _____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the bidder is considered to be a certification by the signatory in accordance with D.C. Official Code 2-303.16 that:
- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices,
 - (ii) the intention to submit a bid , or
 - (iii) the methods or factors used to calculate the prices in the contract.
 - 2) The prices in this contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before contract opening unless otherwise required by law; and
 - 3) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory;
- 1) Is the person in the Bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the Bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) above.
- (b) If the Bidder deletes or modifies subparagraph (a)(2) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.8 NO BRIBERY

In submitting a response to this solicitation, each bidder certifies that neither it, any of its affiliates or subcontractors, nor any employees of the foregoing has bribed, or attempted to bribe, an officer or employee of the District in connection with this solicitation.

Bidder_____Date_____

Name_____Title_____

Signature_____

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 Contract Award

L.1.1 Contract Type

The District Government contemplates award of an indefinite-quantity contract with a fixed price line item.

The contractor shall quote a fixed unit price for services described in the Scope of Work.

The only work authorized under this contract is that which is performed after receipt of such purchase orders (DPW-783 form). The quantities of services specified in the Schedule are purchased by the issuance of purchase orders and are not purchased by this contract.

- L.1.2** The District reserves the right to accept/reject any/all bids resulting from this Solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

L.2 Method of Award

- L.2.1** The District intends, but is not obligated, to award a contract resulting from this solicitation to the lowest responsive, responsible bidder.

L.3 PREPARATION AND SUBMISSION OF BIDS

- L.3.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. POKT-2004-B-0086-BB, Towing Abandoned Vehicles and the bid opening date.
- L.3.2** The original bid shall govern if there is a variance between the original bid and the Copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.3.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.
- L.3.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on the date indicated on page 1.

L.5 MODIFICATION OR WITHDRAWAL OF BIDS

- L.5.1** A bid may be modified or withdrawn by written or telegraphic notice received in the office designated in the IFB for the submission of bids no later than the exact time set for opening of bids.
- L.5.2** If a bid is withdrawn in accordance with this section, any bid security shall be returned to the bidder, if applicable.
- L.5.3** All documents relating to the modification or withdrawal of bids shall be made a part of the appropriate contract file.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a.** The bid or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of bids;
- b.** The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District shall be considered at any time it is received and may be accepted.

L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

L.7 Hand Delivery or Mailing of Bids

Deliver or Mail To:

Department of Public Works
Support Services Division
Bid Room
2000 14th Street, NW, 3rd Floor
Washington, D. C. 20009

L.8 Questions about the Solicitation

If a prospective bidder has any questions relative to this solicitation, the prospective Bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than (14) calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (14) calendar days before the date set for submission of bid. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.9 Bid Protests

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known,

whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.10 Signing of Bids

L.10.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or Contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.11 Acceptance Period

The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

L.12 Legal Status of Bidder

Each bid must provide the following information:

- L.12.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Bidder;
- L.12.2** District of Columbia license, registration or certification if required by law to obtain such license, registration or certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bidder shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.12.3** if the Bidder is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.13 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit the documentation listed below, within ten (10) days of the request by the District.

- L.13.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.13.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.13.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.13.4** Furnish evidence of compliance with the applicable District licensing and tax laws and regulations (provide a copy of license to conduct business in the District of Columbia).
- L.13.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.13.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.13.7** Furnish copies of vehicles titles and registration.
- L.13.8** Furnish evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.13.9** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be nonresponsible.
- L.13.10** Bidders must furnish upon request, the full name, date of birth, and social security number of each person having more than a five percent (5%) interest in the Contractor. The District will check the criminal records of each Contractor owner for compliance with DCRA rules.
- L.13.11** The Contractor shall have access to a tow truck that is capable of performing heavy-duty tows. If the Contractor does not own a tow truck capable of performing heavy-duty tows, a plan for towing these vehicles must be submitted when requested by the Contracting Officer prior to award.
- L.13.12** The Contractor shall provide a listing of all of the equipment that shall be used to perform the work enumerated herein. At a minimum, a description of the tow truck, tag number, and the DC Department of Consumer and Regulatory Affairs (DCRA) issued license number are necessary. The Contractor shall notify the COTR of all additions/subtractions to the tow trucks that will be used in the performance of this contract within two (2) weeks of an

addition/subtraction of such tow equipment. A description of the tow truck, tag number, and the DCRA license number for the truck are necessary.

L.14 Errors in Bids

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.15 Pre-Bid Inspection

Bidders are cautioned to visit the Blue Plains/Addison Road sites of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to comply with this caution or to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in bid, for withdrawal of bid, to relieve the Contractor of any obligation under the contract, or for payment of extras under or revision of the contract. For inspection appointment, contact:

Cynthia Jones
Towing & Impoundment Manager
1725 15th Street, NE
Washington, DC 20002
Telephone No. 202-541-6098

L.16 Acknowledgement of Amendments

The bidder shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgement by the date and time specified for receipt of bids. Bidders' failure to acknowledge an amendment may result in rejection of bid.

L.17 Failure to Submit Bids

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contract Specialist, Office of Contracting and Procurement, Transportation and Specialty Equipment Commodity Group, 2000 14th Street NW, Washington, DC 20009, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contract Specialist, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the Contract Specialist, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.18 Pre-award Inspection

Prior to contract award, DPW may inspect all tow vehicles and equipment to be used in the performance of the contract, to insure that all inspection requirements are met and to evaluate the condition of the equipment. The Contractor shall ensure that original vehicle titles and registrations are on hand at the time of inspection, and provide legible duplicates to the inspection official.

SECTION M
EVALUATION FACTORS

M.1**A. Clauses Applicable to All Open Market Solicitations**

1. PREFERENCE FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT BUSINESS OWNERSHIPS OR BUSINESSES OPERATING IN AN ENTERPRISE ZONE

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four

points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set-aside are as follows:

1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

*Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preferences for Open Market Solicitations with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO subcontracting above the subcontracting levels required by the solicitation.

However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an

enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it was a certified LBE, DBE or RBO.

3. Preferences for Joint Ventures Including Businesses Located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of any sworn notarized Self-Certification Forms prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in paragraphs (a) and (b) of this clause, as part of its bid or proposal.

To obtain a copy of the Self-Certification Package, go to www.olbd.gov , click on Business Certification and then click on Apply for Certification.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Vendors must be certified prior to the date and time set for opening of bids.

5. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

6. Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, goods, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

B. CLAUSE APPLICABLE ONLY TO OPEN MARKET SOLICITATIONS WITH LBE, DBE, OR RBO SUBCONTRACTING SET-ASIDE

Under the provisions of 27 DCMR 801.2(b), 39 DCR 5571 (July 24, 1992), _____ of the total dollar value of this contract has been set-aside for performance through subcontracting with local business enterprises, disadvantaged business enterprises, or resident business ownerships. Any prime contractor responding to this solicitation shall submit with its bid or proposal a notarized statement detailing its subcontracting plan (See Clause C.1, Subcontracting Plan and Clause C.2, Liquidated Damages). Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer.

C. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE, OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE

1. Subcontracting Plan

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE, or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE, or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO, or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, of the bid or proposal that is designated by the prime contractor for a LBE, DBE, RBO, or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE, or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, or RBOs;
- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;

- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to Ensure that LBEs, DBEs, RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs, RBOs, and businesses located in an enterprise zone and to award subcontracts to them.

3. Liquidated Damages

- (a) If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39 DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of one hundred (\$100.00) for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- (c) Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor

- (d) that it does not comply with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the Contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the Contractor has used good faith efforts to comply with the subcontracting plan. If the Contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- (e) If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the Contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.